

1
2 IN THE MATTER OF:) FIRST AMENDMENT TO
3 Enviropur West Corporation) AGREEMENT FOR RECOVERY
Signal Hill, California) OF RESPONSE COSTS
4) U.S. EPA REGION 9
SETTLING PARTIES) CERCLA DOCKET NO. 97-08
5 (APPENDIX A - ATTACHED)) PROCEEDING UNDER SECTION
6) 122 (h)(1) OF CERCLA
7) 42 U.S.C. Section
8) 9622(h)(1).

9 WHEREAS, the United States Environmental Protection Agency
10 (U.S. EPA) has notified Advanced Environmental, Inc. of its
11 potential liability under the Comprehensive Environmental
12 Response, Compensation and Liability Act, 42 U.S.C. § 9601 et
13 seq., for releases of hazardous substances or wastes at the
14 facility owned and operated by Enviropur West Superfund Site
15 located at 1835 East 29th Street in Signal Hill, California
16 ("Site");

17 WHEREAS, the U.S. EPA has incurred Response Costs of at
18 least \$2.865 million as of September 15, 1997 for the removal of
19 waste in aboveground containers at the Site;

20 WHEREAS, the U.S. EPA has entered into an Agreement ("Docket
21 No. 97-08") with nine Settling Parties and fourteen Settling
22 Federal Entities to resolve their liability for Response Costs
23 that the United States has incurred to remove the hazardous
24 substances or waste in the aboveground containers at the Site;

25 WHEREAS, the U.S. EPA, the Settling Parties, the Settling
26 Federal Entities and Advanced Environmental, Inc. desire to
27 settle this matter and hereby agree to amend the Agreement
28 ("Docket No. 97-08") to include Advanced Environmental, Inc. (a
Delaware Corporation) as a Settling Party to the Agreement; and

WHEREAS, the U.S. EPA, the Settling Parties, the Settling
Federal Entities and Advanced Environmental, Inc. agree that
Advanced Environmental, Inc. is unable to pay U.S. EPA's
unreimbursed Response Costs incurred as of September 15, 1997.

In consideration of the mutual promises continued herein,
and for other good and valuable consideration, it is hereby
agreed as follows:

1. The Agreement is amended to replace the first sentence
of Section IV. DEFINITIONS Paragraph 9. Subparagraph k with the
following sentence:

k. "Settling Parties" shall mean the parties
identified in Appendix A and their respective current
parent corporations, corporate subsidiaries, officers,

1 directors, shareholders, merged predecessors,
2 successors, assigns and employees of those parties
3 identified in Appendix A.

4 2. The Agreement is amended to add the following paragraph
5 to Section V. Reimbursement of Response Costs:

6 10.2. Within 30 business days of the Effective Date of
7 the First Amendment to the Agreement, Advanced
8 Environmental, Inc. shall pay to the EPA Hazardous
9 Substance Superfund \$35,000.00. Payment shall be made
10 according to the procedures identified in paragraph 11.

11 3. The Agreement is amended to add paragraph 21.1 to
12 Section VIII. Reservations of Rights by EPA:

13 21.1. EPA reserves its rights to recover unreimbursed
14 Response Costs as defined in Section (IV)(9)(i) from
15 any person or entity who is not a Settling Party under
16 the Agreement.

17 4. The Agreement is amended to add the following paragraphs
18 to Section IX. Covenant Not To Sue By Settling Parties.

19 23.2. The Settling Parties agree to waive all claims
20 or causes of action that they may have for Response
21 Costs as defined in Section (IV)(9)(i) of the
22 Agreement, including for contribution, against the
23 entities identified in EPA's Generator Ranking dated
24 1993, 1994, 1995 and 1996 for the Site and agree not to
25 intervene or object to future settlements that EPA may
26 reach with these entities regarding Response Costs as
27 defined in Section (IV)(9)(i).

28 23.3 CERTIFICATION By Advanced Environmental, INC.

By signing this First Amendment to the Agreement,
Advanced Environmental, Inc. certifies and Advanced
Environmental, Inc.'s officers, directors and
shareholders certify individually as to that
information that was individually provided to the EPA,
that to the best of their knowledge and belief, they
each have:

a. provided EPA with true and correct information
and documentation regarding their income, assets,
liabilities, and financial status;

b. provided EPA with true and correct information
and documentation in response to EPA's requests
regarding Advanced Environmental, Inc.'s business
transactions with the Site;

1 c. not altered, mutilated, discarded, destroyed
2 or otherwise disposed of any records, documents, or
3 other information relating to its potential liability
regarding the Site after notification of potential
liability;

4 d. provided EPA with true and correct
5 documentation regarding the Site in response to EPA's
6 request for information dated August 29, 1997 regarding
the Site pursuant to Sections 104(e) of CERCLA, 42
U.S.C. § 9604(e); and

7 e. fully complied with any and all legal and
8 formal requirements for corporations.

9 EPA reserves its rights to bring any actions against
10 Advanced Environmental, Inc. its officers, directors
and shareholders, and the contribution protection in
11 Section X and the Covenant not to Sue in Section IX.
shall not be effective, if the above statements (a-e)
are not true and correct.

12
13 5. The Agreement is amended to add Advanced Environmental,
Inc. (a Delaware Corporation) to Appendix A: "Settling Parties"

14
15 6. This Amendment shall be subject to a public comment
period of not less than 30 days pursuant to Section 122(i) of
16 CERCLA, 42 U.S.C. Section 9622(i). In accordance with Section
122(i)(3) of CERCLA, EPA may modify or withdraw its consent to
17 this Agreement if comments received disclose facts or
considerations which indicate that this Agreement is
18 inappropriate, improper or inadequate.

19 7. The effective date of this Amendment shall be the date
upon which EPA issues written notice that the public comment
20 period pursuant to paragraph 5 has closed and that comments
received, if any, do not require modification of or EPA
21 withdrawal from this Agreement.

22 IT IS SO AGREED:

23 UNITED STATES
24 ENVIRONMENTAL PROTECTION AGENCY

25
26 BY: Keith A. Takata
27 Keith A. Takata, Director
for Superfund Program
28 Region 9

DATE: 12/16/97

1 THE SETTling FEDERAL ENTITIES enter into this First Amendment of
2 the Agreement in the matter of U.S. EPA docket number 97-08,
3 relating to the Enviropur West Corporation Site, Signal Hill,
4 California.

5 FOR THE SETTling
6 FEDERAL ENTITIES:

 12/11/97
Date

7 STEPHEN R. HERM
8 U.S. Department of Justice
9 Environmental Defense Section
10 P.O. Box 23986
11 Washington, D.C. 20026-3986

12 The following is the name and address of this Party's agent for
13 service of process:

14 Chief, Environmental Defense Section
15
16
17
18
19
20
21
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23
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25
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28

1 THE UNDERSIGNED SETTLING PARTY enters into this First Amendment
2 of the Agreement in the matter of U.S. EPA docket number 97-08,
3 relating to the Enviropur West Corporation Site, Signal Hill,
4 California:

5 FOR SETTLING PARTY: F. Neal Hill, President
6 Advanced Environmental, Inc.

7 13579 Whittram Avenue, Fontana, CA 92335
8 (Address)

9 [Names as identified on the
10 Generator Ranking
11 Dated November 1996 (Appendix D)]

12 By: Neel Hill
13 Shareholders, Officers, Directors
14 [Name] Neel Hill, President

10/28/97
[Date]

15 Dell Parker
16 Shareholders, Officers, Directors
17 [Name] Dell Parker, Vice President

10/28/97
[Date]

18 Greg Parker
19 Shareholders, Officers, Directors
20 [Name] Greg Parker, Vice President

10/28/97
[Date]

21 Doug Parker
22 Shareholders, Officers, Directors
23 [Name] Doug Parker, Vice President

10/28/97
[Date]

24 Jim Ennis
25 Shareholders, Officers, Directors
26 [Name] Jim Ennis, Vice President

10/28/97
[Date]

27 If different from above, the following is the name and address of
28 this Settling Party's agent for service of process:

[Name]

[Address]

1 THE UNDERSIGNED SETTLING PARTY enters into this First Amendment
2 to the Agreement in the matter of U.S. EPA docket number 97-08,
3 relating to the Enviropur West Corporation Site, Signal Hill,
4 California:

4 FOR SETTLING PARTY: Barrick Goldstrike Mines Inc.

[Name]

5 P.O. Box 29
6 Elko, NV 89803

[Address]

8 Barrick Goldstrike Mine

[Name(s) as identified on the Generator
9 Ranking Dated November 1996]

10 By: Donald R. Prall

[Name]

10/28/97

[Date]

12
13 If different from above, the following is the name and address of
14 this Settling Party's agent for service of process:

15 _____
[Name]

16 _____
17 [Address]

1 THE UNDERSIGNED SETTLING PARTY enters into this First Amendment
2 to the Agreement in the matter of U.S. EPA docket number 97-08,
3 relating to the Enviropur West Corporation Site, Signal Hill,
4 California:

5 FOR SETTLING PARTY: The Burlington Northern and Santa Fe Railway Company
6 [Name]

7 1700 E. Golf Rd., Schaumburg, IL 60173-5860
8 [Address]

9 BNSF Railway Company
10 [Name(s) as identified on the Generator
11 Ranking Dated November 1996]

12 By: 

13 [Name]

14 10-30-97

15 [Date]

16 If different from above, the following is the name and address of
17 this Settling Party's agent for service of process:

18 Karin Torain, General Attorney
19 [Name]

20 1700 E. Golf Rd., Schaumburg, IL 60173-5860
21 [Address]

22 ACCEPTED AS TO FORM

23 Karin P. Torain

24 General Attorney

1 THE UNDERSIGNED SETTLING PARTY enters into this First Amendment
2 to the Agreement in the matter of U.S. EPA docket number 97-08,
3 relating to the Enviropur West Corporation Site, Signal Hill,
4 California:

5
6 FOR SETTLING PARTY: 

[Name]

3655 N.W. 87th Avenue, Miami, FL 33178

[Address]

[Name(s) as identified on the Generator
Ranking Dated November 1996]

10 By: Arnaldo Perez for Carnival Corporation

October 29, 1997

11 [Name]

[Date]

12
13 If different from above, the following is the name and address of
14 this Settling Party's agent for service of process:

15 _____
[Name]

16 _____
17 [Address]

1 THE UNDERSIGNED SETTLING PARTY enters into this First Amendment
2 to the Agreement in the matter of U.S. EPA docket number 97-08,
3 relating to the Enviropur West Corporation Site, Signal Hill,
4 California:

5 FOR SETTLING PARTY:

Steven G. Kuhrtz
[Name]

500 West Monroe St. Chicago, IL 60661
[Address]

GATX Terminals Corporation
GATX Tank Storage Terminals Corporation
[Name(s) as identified on the Generator
Ranking Dated November 1996]

10 By:

Steven G. Kuhrtz
[Name]

10/30/97
[Date]

13 If different from above, the following is the name and address of
14 this Settling Party's agent for service of process:

CSC Networks
[Name]

33 N. La Salle St.
[Address]

Chicago, IL 60602

1 THE UNDERSIGNED SETTLING PARTY enters into this First Amendment
2 to the Agreement in the matter of U.S. EPA docket number 97-08,
3 relating to the Enviropur West Corporation Site, Signal Hill,
4 California:

5 FOR SETTLING PARTY:

6 Stanley J. Bensussen
7 [Name] Stanley J. Bensussen, Vice President & General Counsel
8 Kaiser-Hill Company, L.L.C.
9 P. O. Box 464, B115
10 Golden, CO 80402-0464
11 [Address]

12 Kaiser Hill Co LLC
13 [Name(s) as identified on the Generator
14 Ranking Dated November 1996]

15 By: Stanley J. Bensussen
16 [Name] Vice President &
17 General Counsel

October 30, 1997

[Date]

18 If different from above, the following is the name and address of
19 this Settling Party's agent for service of process:

20 CSC Company
21 [Name]
22 1580 Broadway, Suite 620
23 Denver, CO 80202
24 [Address]

25
26
27
28


FLASH-AX	TO: HAL POS PARSONS BECK & LATTINCH	FROM: S. HALVAX SOUTHWEST MARINE, INC.	DATE: 11/17/97
	FAX #: 801 536 6111	FAX #:	PAGES INCLUDING THIS PAGE:
		PHONE # 238-000,2000	1

TOPS 14850

1 THE UNDERSIGNED SETTLING PARTY enters into this First Amendment
2 to the Agreement in the matter of U.S. EPA docket number 97-08,
3 relating to the Enviropur West Corporation Site, Signal Hill,
4 California:

4 FOR SETTLING PARTY: SOUTHWEST MARINE, INC.

5 [Name]

6 P.O. Box 13308, San Diego, CA 92170-3308

7 [Address]

8 SOUTHWEST MARINE, INC.

9 [Name(s) as identified on the Generator
Ranking Dated November 1996]

10 By:

11 [Name]


11/17/97

12 [Date]

13 If different from above, the following is the name and address of
14 this Settling Party's agent for service of process:

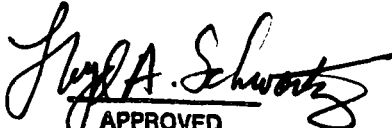
15 [Name]

16 [Address]

18 Approved: 

19 SANDOR HALVAX

20 Environmental Manager


21 APPROVED
22 GENERAL
23 COUNSEL

1 THE UNDERSIGNED SETTLING PARTY enters into this First Amendment
2 to the Agreement in the matter of U.S. EPA docket number 97-08,
3 relating to the Enviropur West Corporation Site, Signal Hill,
4 California:

4 FOR SETTLING PARTY: Royal Caribbean Cruises Ltd.
5 [Name]

6 1050 Caribbean Way, Miami, FL 33132
7 [Address]

8 Royal Caribbean Cruise Lines Ltd.
9 [Name(s) as identified on the Generator
Ranking Dated November 1996]

10 By: Michael J. L. H.
11 [Name]

11/24/97

[Date]

12
13 If different from above, the following is the name and address of
14 this Settling Party's agent for service of process:

15 _____
16 [Name]

17 _____
18 [Address]
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1 THE UNDERSIGNED SETTLING PARTY enters into this First Amendment
2 to the Agreement in the matter of U.S. EPA docket number 97-08,
3 relating to the Enviropur West Corporation Site, Signal Hill,
4 California:

5 FOR SETTLING PARTY:

6 [Name]

7 Gordon A. Turl
8 10 Universal City Plaza
9 Universal City, CA 91608
10 [Address]

11 Texaco Inc.
12 [Name(s) as identified on the Generator
13 Ranking Dated November 1996]

14 By:

15 [Name]

16 [Date]

17 30 OCT 1997

18 If different from above, the following is the name and address of
19 this Settling Party's agent for service of process:

20 [Name]

21 [Address]

22 APPROVED AS TO FORM
23 Cheryl Leutjen
24 CHERYL LEUTJEN
25 LEGAL DEPARTMENT
26
27
28

88015366111

PARSONS

10/27/97 17:38 P.009/009

1 THE UNDERSIGNED SETTLING PARTY enters into this First Amendment
2 to the Agreement in the matter of U.S. EPA docket number 97-08,
3 relating to the Enviropur West Corporation Site, Signal Hill,
4 California:

4 FOR SETTLING PARTY: Union Pacific Railroad Company

5 [Name]

6 1416 Dodge Street

7 Omaha, NE 68179

8 [Address]

9 Union Pacific Railroad Company,

10 Southern Pacific Transportation Company, Union Pacific

11 [Name(s) as identified on the Generator
12 Ranking Dated November 1996]

Motor Freight

13 By: Thomas E. Greenland

14 [Name]

15 10/29/97

16 [Date]

17 Thomas E. Greenland
18 Environmental Counsel

19 If different from above, the following is the name and address of
20 this Settling Party's agent for service of process:

21 [Name]

22 [Address]